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COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

DATE: June 8, 2005

OFFICE CORRESPONDENCE FILE:

FROM: JOHNNY G. JURADO, COMMANDER
LEADERSHIP & TRAINING DIVISION

TO: ERIC K. HAMILTON, CAPTAIN
COMPTON STATION

SUBJECT: **EXECUTIVE FORCE REVIEW COMMITTEE FINDINGS AND RECOMMENDATIONS HIT SHOOTING, MAY 9, 2005, INVESTIGATION #2147298 (aka #2145843)**

The purpose of this memo is to notify you of the review committee's findings and recommendations concerning the use of force incident which occurred on May 9, 2005.

The Committee met on June 8, 2005, and consisted of myself and Commanders Kenneth Brazile (Commander of the Department), Eric Smith (Leadership and Training Division) and Robert Binkley (FOR III). The Committee deemed:

- as **Founded** the allegation that Deputy Jason Molina #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy Jason Molina #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Unresolved** the allegation that Deputy Jason Molina #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Molina receive a **Written Reprimand**.

The Committee deemed:

- as **Founded** the allegation that Deputy Henry Aguilar #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy Henry Aguilar #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Henry Aguilar #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Aguilar be suspended for a period of **three (3) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Edward Clark #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy Edward Clark #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Edward Clark #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Clark be suspended for a period of **three (3) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Patrick Neal #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy Patrick Neal #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Patrick Neal #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Neal be suspended for a period of **three (3) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Richard Vargas #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy Richard Vargas #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Richard Vargas #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Vargas be suspended for a period of **three (3) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Johnny Montenegro #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unresolved** the allegation that Deputy Johnny Montenegro #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Johnny Montenegro #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Montenegro be suspended for a period of **five (5) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Clyde Terry #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unresolved** the allegation that Deputy Clyde Terry #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Clyde Terry #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Terry be suspended for a period of **five (5) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Steven Shirley #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.15, Conduct Toward Others, and

- as **Founded** the allegation that Deputy Steven Shirley #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/03[illegible], Derogatory Language, and

- as **Founded** the allegation that Deputy Steven Shirley #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Shirley be suspended for a period of **five (5) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Michael Haggerty #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unresolved** the allegation that Deputy Michael Haggerty #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Michael Haggerty #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Haggerty be suspended for a period of **seven (7) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Deputy Vergilian Bolder #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unresolved** the allegation that Deputy Vergilian Bolder #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy Vergilian Bolder #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Deputy Bolder be suspended for a period of **ten (10) days** without pay from the position of Deputy.

The Committee deemed:

- as **Founded** the allegation that Sergeant Joseph O'Connor #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee recommended that Sergeant O'Connor be suspended for a period of **ten (10) days** without pay from the position of Sergeant.

The Committee deemed:

- as **Founded** the allegation that Deputy William Formica #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/030.10, Obedience to Laws, Regulations and Orders (as they relate to 5-09/210.15, Vehicle Operation and Tactics) and/or 3-01/050.10, Performance to Standards, and

- as **Unfounded** the allegation that Deputy William Formica #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/025.30, Use of Firearms and Deadly Force, and/or 3-01/025.10, Unreasonable Force, and

- as **Founded** the allegation that Deputy William Formica #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards, and

- as **Founded** the allegation that Deputy William Formica #[redacted] violated the Department's Manual of Policy and Procedure section(s) 5-09/210.10, Control of a Pursuit.

The Committee recommended that Deputy Formica be suspended for a period of **fifteen (15) days** without pay from the position of Deputy.

The Committee recognized that Field Operations Region II will be providing all involved personnel with additional training to address the concerns raised during the discussion of the incident.

JGJ:KRK:kk



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
JUSTICE SYSTEM INTEGRITY DIVISION

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
CURTIS A. HAZELL • Assistant District Attorney

JANICE L. MAURIZI • Director

September 12, 2006

Captain Raymond Peavy
Homicide Bureau
Los Angeles County Sheriff's Department
5747 Rickenbacker Road
Commerce, California 90040

Re: J.S.I.D. File #: 05-0299
L.A.S.D. File #: 005-07108-2852-057

Dear Captain Peavy:

On August 24, 2006, a letter from our office evaluating the deputy-involved shooting referenced above was sent to your office. It was brought to our attention that it contained the following two errors:

1. Lieutenant Hellmold's name was misspelled, and
2. A sentence was misplaced within the document and caused the chronology of events to be misstated.

Attached please find a corrected letter dated September 12, 2006. This letter supercedes the previous letter of August 24, 2006. Thank you for bringing this matter to our attention. We apologize for any inconvenience it may have caused.

Very truly yours,

STEVE COOLEY
District Attorney

By Margo Baxter

MARGO BAXTER
Deputy District Attorney
(213)974-3888

Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, CA 90012-3210
(213) 974-3888
WEBSITE: http://da.co.la.ca.us



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
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September 12, 2006

Captain Raymond Peavy
Homicide Bureau
Los Angeles County Sheriff's Department
5747 Rickenbacker Road
Commerce, California 90040

Re: J.S.I.D. File #: 05-0299
L.A.S.D. File #: 005-07108-2852-057

Dear Captain Peavy:

The Justice System Integrity Division of the Los Angeles County District Attorney's Office has completed its review of the May 9, 2005 non-fatal shooting of Winston Hayes by Los Angeles County Sheriff's Deputies. Based upon the information submitted to this office, we have determined that these deputies acted lawfully in self-defense and the defense of others.

The following analysis is based upon a series of reports prepared by the Los Angeles County Sheriff's Department (LASD) submitted to this office on March 3, 2006. In addition, we have reviewed videotape of portions of the pursuit and shooting.

The District Attorney Command Post was notified of this shooting at approximately 1:00 a.m. on May 9, 2005. The District Attorney Response Team comprised of Deputy District Attorney Margo Baxter and District Attorney Senior Investigator [redacted] responded to the scene where they were given a briefing, provided with a "walk through" of the scene and participated in interviewing civilian witnesses. No compelled statements were presented or considered for purposes of this analysis.

FACTUAL ANALYSIS

On May 8, 2006, at approximately midnight, the Compton Station of the Los Angeles County Sheriff's Department received a 911 call of "shots fired" in the 800 block of

Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, CA 90012-3210
(213) 974-3888
WEBSITE: http://da.co.la.ca.us

South Butler Avenue (Butler Avenue). Partner Deputies Anthony Vargas and Johnny Montenegro responded to the call.

Lieutenant James Hellmold was in the field at the time the shots were fired and heard them. He personally checked the area from which the shots were fired. He was flagged down by a male Hispanic who told Hellmold that he saw a large, white, American brand SUV or truck speeding away from the area after the shooting. Hellmold broadcast this information over the radio. Vargas and Montenegro heard this broadcast on their way to the location of the shots fired call.

As Vargas and Montenegro drove southbound on Butler Avenue they saw a white Sports Utility Vehicle (SUV) driving southbound directly in front of them. Believing this was possibly the suspect vehicle described by Hellmold, they attempted to conduct a traffic stop on the SUV using their overhead lights but the driver did not comply. Instead, he made a sudden U-turn and drove away northbound on Butler Avenue passing them. The deputies were able to see that the SUV had a single occupant, later identified as Winston Hayes. They initiated a pursuit by activating their overhead lights and sirens and notified dispatch over the radio.

Lieutenant Hellmold authorized three patrol units (Vargas and Montenegro, Deputy Jason Molina and Deputies Vergilian Bolder and Edward Clark) and the field Sergeant, Joseph O'Connor, to maintain the pursuit. Deputy William Formica joined the pursuit (without authorization) as the fifth unit. A Sheriff's air unit was requested and Air 22 responded giving an estimated time of arrival of approximately nine minutes.

The pursuit lasted approximately 10 minutes with the suspect driving in a circuitous route through a residential neighborhood at speeds of up to 60 miles per hour. Vargas and Montenegro, as the lead unit in the pursuit, broadcast the route taken and reported numerous instances of erratic and dangerous driving by Hayes including near misses with Sheriff and civilian vehicles. At one point, Hayes came to a stop on Linsley Avenue, leading Vargas to believe he was going to comply; however, Hayes quickly made a U-turn almost striking Vargas who was in the process of getting out of his car to contact Hayes.

During the pursuit, Hayes drove down Butler Avenue at least four times. Deputy Molina, the second unit in the pursuit, saw that Hayes would stop in front of houses on Butler Avenue where individuals standing in the front yard cheered him on by name[1].

Lieutenant Hellmold advised units over the radio that the suspect vehicle may have been involved in recent assaults and/or murders in the area. He also requested that a unit be sent to the location of the original call to search for any witnesses or evidence.

---

[1] Molina had been called to the same house for a gang- related shooting on a prior occasion. The deputies had been shot at during the prior incident.

Deputy Patrick Neal responded and went to the 800 block of Butler Avenue to investigate. A request for spike strips was made because Hayes repeatedly drove down the same streets. The strips were located at Compton Station where Deputy Steven Shirley and Deputy Michael Haggerty heard the request and responded to the area of Butler Avenue and Linsley Street with the spike strips. The spikes were initially placed on Linsley Street just west of Butler but they did not deploy when Hayes drove over them.

When Air 22 arrived over the pursuit, Lieutenant Hellmold ordered the ground units to stop their pursuit as Air 22 took over broadcasting the pursuit via the radio. Air 22 was piloted by Deputy Tod Kocisko and the observer was Deputy Cynthia Olesinski. After a couple of minutes, Air 22 broadcast that Hayes had come to a stop on Butler Avenue between Myrhh Street (to the north) and Linsley Street (to the south). Olesinski broadcast over the radio that she believed he was about to flee on foot.

The original ground units involved in the pursuit had remained in the area. In addition, Deputies Clyde Terry and Henry Aguilar (both single man units) had remained in the area in the event of a foot pursuit. After it was broadcast that Hayes had come to a stop, Terry parked his car on Myrhh and ran south on Butler Avenue on the east sidewalk. Deputy Aguilar approached on foot from Linsley Street walking north on the west sidewalk. Deputy Neal drove from the 800 block to the 600 block of Butler Avenue and approached Hayes on foot by walking north on the west sidewalk of Butler Avenue. Deputy Vargas and Montenegro were in their patrol car behind Hayes facing southbound. Deputy Clark and Bolder were in their car in front of Hayes' SUV also facing southbound. Sergeant O'Connor's car was facing southbound on Butler Avenue just south of Myrhh Street and several houses behind Hayes. Deputy Formica also approached from Myrhh Street running south on the east sidewalk of Butler Avenue.

Suddenly, Hayes began to reverse the SUV. In response, Olesinski broadcast from Air 22, "Watch it! Watch it! He's backing up. He's driving very erratically. Looks like he is actually aiming to hit deputies. You guys watch yourself! He's aiming to hit you guys!" This forced Montenegro to quickly jump back into the passenger seat of the patrol car as Hayes was headed straight for them. Vargas drove quickly in a southeast direction passing Hayes to avoid being struck by his SUV. Molina followed, driving southeast and stopping nearly perpendicular to Butler Avenue, effectively preventing Hayes from traveling south on Butler Avenue. Hayes veered east and drove onto the front yard of [redacted] located on the east side of the street. [redacted] told investigators that Hayes drove so quickly onto her yard she feared he was going to crash into her house through her plate glass window. Hayes then quickly reversed in a north east direction causing his tires to squeal. Vargas and Montenegro got out of their car and went to the west sidewalk of Butler Avenue.

Deputies Bolder and Clark exited their patrol car. Clark ran to the west sidewalk. Bolder ran around the front of the patrol car just as Hayes began to drive forward. Bolder fell just as he reached the front of his car.

Deputies Vargas, Montenegro, Aguilar, Clark, Neal and Molina were on the west sidewalk of Butler Avenue as Hayes drove forward after reversing. Sergeant O'Connor and Deputies Terry and Formica were standing on the east side of Butler Avenue closer to Myrhh Street. Deputies Shirley and Haggerty were also on the east sidewalk of South Butler Avenue walking north toward Myrhh Street from Linsley where they had initially deployed the spike strips.

Deputies Vargas, Montenegro and Aguilar believed that Hayes was driving toward them and feared they would be hit by the SUV and seriously injured or killed. They were prevented from retreating by a short cinderblock wall enclosing the front yards of the residences on the west side of the street. They each fired multiple rounds from their service weapons at Hayes. Deputies Clark, Haggerty, Terry, Neal, Molina and Formica all perceived that Hayes was driving directly toward Bolder and that he may be injured or killed. They each fired multiple shots from their service weapons at Hayes. Bolder himself also believed Hayes was driving at him and once he recovered his footing, fired multiple rounds at Hayes in the SUV.

Hayes then drove in reverse the length of several houses in a southwest direction toward deputies located on the west sidewalk and in the street. Deputies continued to fire rounds at Hayes who paused briefly then drove forward again into Clark and Bolder's patrol car. As he drove forward deputies can be heard on the video repeatedly yelling, "Watch your crossfire." The shooting then stopped. Approximately 13 seconds elapsed between the time of the first and last shot. A total of 120 rounds were fired by the involved deputies.

Toward the end of the shooting, Deputy Clark was hit in the vest by "friendly fire" (a round from a fellow deputy) and fell to the ground. A "deputy down" call was broadcast and numerous deputies went to Clark's aid. He was transported to Saint Francis Medical Center where he was treated and released. Deputies and investigators later determined that there were 11 strikes to residences from errant bullets and that several patrol cars were also struck. Nobody was injured as a result of these errant rounds.

Deputies were able to remove Hayes from the SUV without further incident. Hayes was transported to UCLA Hospital where he was treated for two gunshot wounds and additional injuries from broken glass. No firearms were located on his person or in his vehicle. A toxicological screening revealed that Hayes had cocaine in his system.

Investigators Richard Garcia and Mitchell Robison attempted to interview Hayes at the hospital the morning of the shooting. After telling him they were investigating the shooting, Hayes told them that he did not know who shot him and that he was parked on the street. They told him that before he spoke they should read him his rights. Hayes volunteered that he had been "smoking" what he thought was "Ice." Hayes then told investigators that he was "too high" to talk then turned away and ignored them.

Hayes was subsequently charged with felony evading a police officer and driving under the influence of drugs and/or alcohol. He plead no contest to one count of felony evading on August 8, 2006. Sentencing is set for September 29, 2006.

Hayes has an extensive [redacted]

LEGAL ANALYSIS

California law permits the use of deadly force in self-defense or in the defense of another if it reasonably appears that the person claiming the right of self-defense or the defense of another actually and reasonably believed that he was in imminent danger of great bodily injury or death. People v. Williams, (1977) 75 Cal.App.3d 731.

A person acts in legal self defense and/or the defense of others if they reasonably believed that he/she or a third party was in imminent danger of suffering bodily injury; they reasonably believed that immediate use of force was necessary to defend against that danger and they used no more force than was legally necessary to defend against that danger. CALCRIM No. 3470.

Where the peril is swift and imminent and the necessity for action immediate, the law does not weigh into nice scales the conduct of the assailed and say he shall not be justified in killing because he might have resorted to other means to secure his safety. People v. Collins (1961) 189 Cal.App.2d 575.

Actual danger is not necessary to justify the use of deadly force in self-defense. If one is confronted by the appearance of danger which one believes, and a reasonable person in the same position would believe, would result in death or great bodily injury, one may act upon those circumstances. The right of self defense is the same whether the danger is real or apparent. People v. Toledo (1948) 85 Cal.App.2d 577.

CONCLUSION

On May 8, 2005, just before midnight, gunshots were fired near the 800 block of Butler Avenue in the City of Compton. Lieutenant James Hellmold received information from an anonymous citizen that a white, American made SUV or truck was seen speeding away from where the shots were fired. This was broadcast over the radio. Shortly thereafter, Deputies Vargas and Montenegro saw a white, American made SUV driving southbound on the 600 block of Butler Avenue. Their attempt to conduct a traffic stop was unsuccessful and a pursuit was initiated.

Approximately eight minutes into the pursuit, Air 22 took over broadcasting the route and the ground pursuit was terminated. The observer in Air 22 broadcast that the SUV had come to a stop on Butler Avenue and she believed Hayes was going to flee on foot. The

deputies converged on the scene in positions on both the east and west sides of Butler Avenue.

The deputies had reason to believe they were dealing with a suspect armed with a gun who was possibly responsible for assaults and/or murders in the area. He had led deputies on a pursuit reaching speeds of up to 60 miles per hour over residential streets during which he drove erratically nearly colliding with police and civilian vehicles.

Hayes ignored all commands after stopping on Butler Avenue and instead drove aggressively toward deputies, leading Deputy Olesinski in Air 22 to warn the deputies on the ground that Hayes was aiming for them with his car. Hayes continued to ignore deputies' orders and drove forward toward deputies located on the west sidewalk and a deputy who had fallen down in front of his car. Fearing for their own lives and the lives of fellow deputies, ten deputies fired rounds at Hayes as he continued to drive forward and backward with his tires squealing toward deputies located on both sides of the street.

We find substantial evidence that each of the shooting officers reasonably believed himself and/or fellow deputies to be in danger of great bodily harm or death from the actions of Winston Hayes. We conclude that the deputies acted in lawful self-defense and the defense of others. We are closing our file and will take no further action regarding this matter.

Very truly yours,

STEVE COOLEY
District Attorney

By Margo Baxter

MARGO BAXTER
Deputy District Attorney
(213)974-3888

c: Deputy Henry Aguilar, #[redacted]
Deputy Johnny Montenegro, #[redacted]
Deputy Vergilian Bolder, #[redacted]
Deputy Edward Clark, #[redacted]
Deputy William Formica, #[redacted]
Deputy Jason Molina, #[redacted]
Deputy Patrick Neal, #[redacted]
Deputy Clyde Terry, #[redacted]
Deputy Michael Haggerty, #[redacted]
Deputy Richard Vargas, #[redacted]



LEROY D. BACA, SHERIFF

County of Los Angeles

Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 12, 2005

Deputy William Formica, [redacted]

Dear Deputy Formica:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of fifteen (15) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations, and Orders (*specifically as it relates to Manual Section 5-09/210.10, Control of a Pursuit*) and/or 3-01/050.10, Performance to Standards, on or between May 8, 2005 and May 9, 2005, you participated as the "fifth" radio car in a pursuit of Suspect Winston Hayes without authorization from the field sergeant or watch commander and/or continued your participation in the pursuit after SCC advised all units behind the field sergeant (who was the fourth unit) to set up a perimeter.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on

Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

3. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

   a) not utilizing available cover or concealment during the tactical incident, and/or;

   b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

   c) not demonstrating a controlled burst of gunfire, and/or;

   d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

   e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5314, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



County of Los Angeles

Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 2, 2006

Deputy William Formica, #[redacted]

Dear Deputy Formica:

On June 12, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of twelve (12) days effective April 4, 2006 through April 15, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations, and Orders (*specifically as it relates to Manual Section 5-09/210.10, Control of a Pursuit*) and/or 3-01/050.10, Performance to Standards, on or between May 8, 2005 and May 9, 2005, you participated as the "fifth" radio car in a pursuit of Suspect Winston Hayes without authorization from the field sergeant or watch commander and/or continued your participation in the pursuit after SCC advised all units behind the field sergeant (who was the fourth unit) to set up a perimeter.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to

Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

3. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

    a) not utilizing available cover or concealment during the tactical incident, and/or;

    b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

    c) not demonstrating a controlled burst of gunfire, and/or;

    d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

    e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED

DEC 0 7 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy William Formica, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 12, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended fifteen (15) day suspension to a twelve (12) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

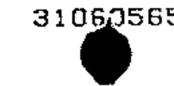
For the Sheriff's Department:

Date: 11/20/05

William Formica, Deputy

Date: 11/30/05

Ronnie Williams, Chief



761551N25A - SH-AD (11/90)

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service"

DATE: June 9, 2005

OFFICE CORRESPONDENCE FILE: IV2147298

FROM: ERIC K. HAMILTON, CAPTAIN
COMPTON STATION

TO: JASON MOLINA, DEPUTY, #[redacted]
COMPTON STATION

SUBJECT: **WRITTEN REPRIMAND**

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

I have read and have received a copy of this memorandum.

______________________ Date: 06/12/05
Jason Molina, #[redacted]

Eric K. Hamilton Date: 06/11/05
Witness

In the matter of the Arbitration of)
Johnny Montenegro, Employee No. [redacted])
and)
the Los Angeles County Sheriff's Department)

ARB No. 206-05

SETTLEMENT AGREEMENT & RELEASE

PRELIMINARY STATEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Johnny Montenegro (hereinafter referred to as "Montenegro").

RECITALS

The Department and Montenegro are parties to the above-referenced matter and desire to avoid litigation, and to settle all disputes and issues in said matter upon the terms and conditions hereinafter set forth.

NOW AND THEREFORE, the Department and Montenegro for and in consideration of the mutual covenants herein, agree as follows:

1. Upon execution of this Agreement, the Department will shall reduce the five (5) day suspension to a three (3) day suspension. Further, one (1) suspension day of the three (3) day suspension will be held in abeyance for a period of one (1) year from the execution of this agreement.

2. Montenegro understands that if he becomes the subject of a founded investigation involving similar incidents concerning similar violations of the Manual of Policy and Procedures regarding "Performance to Standards", within a one (1) year period from date of execution of this Agreement, the one (1) day suspension held in abeyance shall be imposed. In addition, Montenegro understands that he will be subjected to additional discipline for each and every similar founded violation of the Department's Manual of Policy and Procedures.

3. Both parties agree and understand that Montenegro's records will reflect that a three (3) day suspension was imposed and may be used for the purposes of demonstrating "progressive discipline."

4. Montenegro served his five (5) day suspension from December 11, 2005 through December 15, 2005. Montenegro will be reimbursed three (3) suspension days that were previously imposed on December 13, 2005 through December 15, 2005..

5. Both parties further agree that the Department will issue Montenegro a revised Letter of Imposition that shall only reflect that he violated the Department's Manual of Policy and Procedures Section 3-01/050.10 "Performance to Standards" on or about May 9, 2005.

6. Montenegro further agrees to withdraw his Employee Relations Commission Arbitration appeal under ARB No. 206-05, and shall waive any and all future administrative and/or judicial remedies involving, arising from, connected to, or pertaining to the suspension. This waiver shall include, but not be limited to: appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission; and/or any charge, complaint or claim to the Equal Employment Opportunity Commission, Department of Fair Employment & Housing, any other administrative agency, and/or to any state or federal court of law.

7. Montenegro, his counsel of record, the Department and its counsel of record further agree that this settlement, or any of the resulting disciplinary action, shall not be considered, cited, publicized, mentioned, or used in past, present, or future disputes involving or establishing past precedent or past employment practice; whether such disputes are made before administrative agencies, judicial agencies, or internal departmental units. This Agreement resolves the dispute between Montenegro and the Department, and is not to be applied to any other facts or disputes.

8. Montenegro and his counsel of record further acknowledge and agree that the terms and provisions of this Agreement were made and entered into in strict confidence and must remain confidential, except insofar as may be necessary to enforce the Agreement. The parties further agree that even the existence of this Agreement and/or the terms of this Agreement are confidential and cannot be published or communicated to anyone else with the exception of Montenegro's [redacted] attorney, or account, or the Department's attorneys or executives.

9. Montenegro and his counsel of record promise, warrant and represent that they shall not disclose or offer to disclose, and have not disclosed privately or publicly, any of the terms or provisions of this Agreement or the negotiations leading to this Agreement to any person or entity, or any statistical use of the terms and provisions of this Agreement, including but not limited to any member of the print, electronic or other media. Specifically, this provision is meant to prohibit ALADS, and/or the law firm representing Montenegro, from disclosing or publishing this information.

10. In consideration of the terms and conditions set forth herein, Montenegro agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Montenegro concerning the subject matter referred herein.

11. Montenegro further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor".

12. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of the Agreement, and that he or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

14. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

15. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

16. The parties understand and agree that this Agreement is binding and enforceable in a court of competent jurisdiction.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

JOHNNY MONTENEGRO, #[redacted]
SETTLEMENT AGREEMENT

07-11-07
Johnny Montenegro, Deputy Sheriff
Employee No[redacted]
Date

As to Form Only:
7/16/07
Richard A. Shinee
Green & Shinee, A.P.C.
Date

For the Department:
7/19/07
Ronnie Williams, Chief
Field Operations Region II
Date



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



Leroy D. Baca, Sheriff

July 23, 2007

Deputy Johnny Montenegro, #[redacted]

Dear Deputy Montenegro:

On December 11, 2005, you were served with a Letter of Imposition, suspending you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department, for a period of five (5) days as reported under File Number IAB 2147298.

The discipline was subsequently modified pursuant to a settlement agreement which was signed on July 19, 2007, prior to your Arbitration Hearing. As a result of the settlement agreement, you are hereby notified that you have been suspended from the position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days. However, pursuant to the settlement agreement, one (1) suspension day will be held in abeyance for a period of one (1) year from the date of execution of the agreement ending on July 18, 2008. In the event you should become the Subject of a founded investigation within the one (1) year time period of the settlement agreement, the one (1) suspension day held in abeyance shall be imposed. Additionally, you will be subject to further discipline for each and every founded violation of the Department's Manual of Policy and Procedures. All Departmental records will reflect, nevertheless, that you received a three (3) day suspension.

The remaining two (2) suspension days will be deemed to have been served effective December 11, 2005 through December 12, 2005.

Pursuant to the settlement agreement, the investigation under File Number IAB 2147298, that was conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. On or about May 9, 2005, you violated Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Karyn Mannis

Karyn Mannis, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

February 25, 2006

Deputy Vergilian Bolder, #[redacted]

Dear Deputy Bolder:

On June 14, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of six (6) days effective February 26, 2006 through March 3, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in

carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED

DEC 0 7 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Vergilian Bolder, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 14, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended ten (10) day suspension to a six (6) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11-29-05

Date: 11/30/05

Vergilian Bolder, Deputy

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 14, 2005

Deputy Vergilian Bolder, #[redacted]

Dear Deputy Bolder:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of ten (10) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by

but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5314, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)





County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 12, 2006

Deputy Clyde Terry, #[redacted]
[redacted]

Dear Deputy Terry:

On June 12, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days effective January 13, 2006 through January 15, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you

failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:av

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/Unit Personnel File

RECEIVED

DEC 0 6 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Clyde Terry, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 12, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended five (5) day suspension to a three (3) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3/13/05

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11/20/05

Clyde Terry, Deputy

Date: 11/30/05

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 12, 2005

Deputy Clyde Terry, #[redacted]

Dear Deputy Terry:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a

Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Angela Vargas of the Internal Affairs Bureau at (323) 890-5311, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



January 1, 2006

Deputy Richard Vargas, #[redacted]

Dear Deputy Vargas:

On June 12, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days effective January 4, 2006, through January 5, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

   a) not utilizing available cover or concealment during the tactical incident, and/or;

   b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

   c) placing yourself and your partner deputies in a significant cross-fire situation.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:av

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/Unit Personnel File

RECEIVED
DEC 0 6 2005
EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Richard Vargas, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 12, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended three (3) day suspension to a two (2) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11-20-05

Richard Vargas, Deputy

Date: 11/30/05

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 12, 2005

Deputy Richard Vargas, #[redacted]
[redacted]

Dear Deputy Vargas:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, *(specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics)*, and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a

Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) placing yourself and your partner deputies in a significant cross-fire situation.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Angela Vargas of the Internal Affairs Bureau at (323) 890-5311, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

December 29, 2005

Deputy Edward Clark, #[redacted]

Dear Deputy Clark:

On June 11, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days effective January 5, 2006 through January 6, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in

carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) placing yourself and your partner deputies in a significant cross-fire situation.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED

DEC 0 7 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Edward Clark, Employee Number [redacted], hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 11, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended three (3) day suspension to a two (2) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11-18-05

Date: 11/30/05

Edward Clark, Deputy

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 11, 2005

Deputy Edward Clark, #[redacted]
[redacted]

Dear Deputy Clark:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and

damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) placing yourself and your partner deputies in a significant cross-fire situation.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5312, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

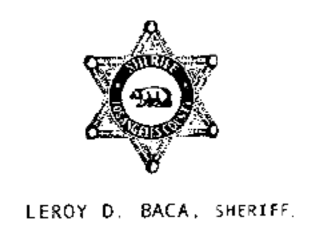
LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

December 10, 2005

Deputy Johnny Montenegro, #[redacted]
[redacted]

Dear Deputy Montenegro:

On June 13, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, Department executives determined that the recommended discipline is appropriate.

You are hereby notified that you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days effective December 11, 2005 through December 15, 2005.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you

failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

You may appeal the Department's action in this matter pursuant to Rule 18.01(c) of the Civil Service Rules.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules.

EKH:KM:tm

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 13, 2005

Deputy Johnny Montenegro, #[redacted]

Dear Deputy Montenegro:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Tajuana Moore of the Internal Affairs Bureau at (323) 890-5311, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 29, 2005

Deputy Henry Aguilar, #[redacted]

Dear Deputy Aguilar:

On June 13, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days effective January 5, 2006 through January 6, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in

carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED

DEC 0 7 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Henry Aguilar, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 13, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended three (3) day suspension to a two (2) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11-17-05

Henry Aguilar, Deputy

Date: 11/30/05

Ronnie Williams, Chief



County of Los Angeles

Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 13, 2005

Deputy Henry Aguilar, #[redacted]

Dear Deputy Aguilar:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by

but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5314, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)

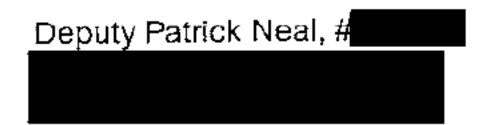


County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

December 29, 2005

Deputy Patrick Neal, #[redacted]

[redacted]

Dear Deputy Neal:

On June 9, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days effective January 5, 2006 through January 6, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in

carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:tm

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED
DEC 0 7 2005
EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Patrick Neal, Employee Number [redacted], hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 9, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended three (3) day suspension to a two (2) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

TP 12/14/05

6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11/30/05

Patrick Neal, Deputy

Date: 12/4/05

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 9, 2005

Deputy Patrick Neal, #[redacted]

Dear Deputy Neal:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of three (3) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by

but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Tajuana Moore of the Internal Affairs Bureau at (323) 890-5311, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

January 16, 2006

Deputy Michael Haggerty, #[redacted]
[redacted]

Dear Deputy Haggerty:

On June 10, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2147298. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days effective January 18, 2006 through January 22, 2006.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in

carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

EKH:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Compton Station/unit Personnel File

RECEIVED

DEC 0 7 2005

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Michael Haggerty, Employee Number [redacted], hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 10, 2005, (IAB No. 2147298) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended seven (7) day suspension to a five (5) day suspension. The Letter of Imposition shall contain the same charges as the Letter of Intent.

2. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline.

3. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

4. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

5. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."



6. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

7. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 11-17-05

Michael Haggerty, Deputy

Date: 11/30/05

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 10, 2005

Deputy Michael Haggerty, #[redacted]

Dear Deputy Haggerty:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of seven (7) days.

An investigation under File Number IAB 2147298, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, (*specifically as it relates to Manual Section 5-09/210.15, Vehicle Operation and Tactics*), and/or 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to conform to work standards established for your position, and/or utilized poor tactics, and/or demonstrated a significant lack of tactical planning, and/or did not follow watch commander direction to initiate a containment, when you approached Suspect Winston Hayes on Butler Avenue at the terminus of a pursuit and subsequent surveillance mode operation.

2. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about May 9, 2005, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department when you utilized poor tactics and/or failed to conform to established work standards during an officer involved shooting incident wherein a Deputy Sheriff was wounded by cross fire and damage to private and county property occurred, as evidenced by

but not limited to:

a) not utilizing available cover or concealment during the tactical incident, and/or;

b) not giving the shooting backdrop of the residential neighborhood sufficient consideration, and/or;

c) not demonstrating a controlled burst of gunfire, and/or;

d) placing yourself and your partner deputies in a significant cross-fire situation, and/or;

e) failing to appropriately re-assess the need for continued gunfire during the tactical incident.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5314, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EH:KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Ronnie Williams, FORII
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2147298)